

## GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65109

REQUEST NO. 4-081021SM

DATE October 14, 2008

PAGE NO. NO. OF PAGES

QUOTES, SUBJECT TO THE ATTACHED CONDITIONS WILL BE  
RECEIVED AT THIS OFFICE UNTIL

**10:00 a.m., Local Time, October 21, 2008**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

QUOTES TO BE BASED F.O.B. MISSOURI DEPARTMENT  
OF TRANSPORTATION

Submit net quote as cash discount stipulations will not be

MoDOT  
Jefferson City MO

DEFINITE DELIVERY DATE SHOULD BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

**BUYER:** Sheldon Muenks

**BUYER TELEPHONE:** 573-751-2044

**BUYER EMAIL:**

Sheldon.Muenks@modot.mo.gov

## SUPPLIES OR SERVICES

## PROJECT MANAGEMENT TRAINING

To establish pricing for "Project Management Training" with an effective date of  
Notice to Proceed and ending December 30, 2008 in accordance with the following pages.

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFQ and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFQ, the quote submitted by the Bidder in response to the RFQ and the post-award contract agreement signed between the parties or purchase order. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the Bidder's bid. The Bidder is cautioned that its quote shall be subject to acceptance by MHTC without further clarification.

**Return quote to the address shown at the top of this page.**

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Quote, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within the timeframe specified herein, after receipt of formal purchase order.*

**Date:**

**Firm Name:**

**Telephone No.:**

**Address:**

**Fax No.:**

**Federal I.D. No.**

**By (Signature):**

**Email Address:**

**Type/Print Name**

Form E-103 (Rev. 11-04)

**Title:**

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request For Quote (RFQ) seeks quotes from qualified organizations to provide Project Management Training for MoDOT Information Systems Staff, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Quotes may be mailed or hand delivered to the below address, or faxed to 573-526-1218. All questions regarding the RFQ shall be submitted to Ms. Sheldon Muenks. Quotes must be returned to the office of Ms. Sheldon Muenks no later than 10:00 a.m., CDT, October 21, 2008.

#### **RFQ Coordinator:**

**Ms. Sheldon Muenks**

**Missouri Department of Transportation**

**P.O. Box 270**

**830 MoDOT Drive**

**Jefferson City, MO 65109**

**PHONE: 573-751-2044**

**FAX: 573-526-1218**

### **1.2 General Information:**

- 1.2.1 This document constitutes an invitation for quotes for the procurement of Project Management Training for MoDOT Information Systems Staff, as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Quote (RFQ), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Services
  - 3) Quote Submission
  - 4) Pricing Page(s)
  - 5) Signature Page(s)
  - 6) Terms and Conditions
- 1.2.3 Note to Respondent - A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

## 2. SCOPE OF SERVICES

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide Project Management Training for MoDOT Information Systems Staff to the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 Training should be facilitated to allow for two (2) day training in Jefferson City, MO, a MoDOT facility. Training dates shall be before December 31, 2008. Lunch will be on your own for attendees and instructors. It is estimated to have up to 10 trainees. Bidder must provide all training materials.

### 2.2 Specific Requirements:

- 2.2.1 The bidder shall provide with this quote an outline of their training session. This should include but not be limited to:

- Review the Agile Manifesto Principle to truly understand the philosophy and balance required for “True” Agility.
- Determine how Agility can improve your software projects.
- Appreciate the essence of Agility.
- Understand the Agile lifecycle and its implications.
- Reduce project risks using selected Agile practices.
- Appreciate the value of learning and adaptation on projects.
- Accept that change is good because it is a symptom of learning.
- Value regular and continuous collaboration among all team members.
- Identify all of the people who should be treated as members of the team.
- Focus primarily on your customers and their needs.
- Give your customer a central role in project success.
- Teach your project teams to self-manage.
- Find a good coach for your agile teams.
- Learn along with your customer about their requirements and needs.
- Adapt to your customer’s evolving understanding of their needs.
- Get regular feedback from your customer to ensure the project stays on track.
- Deliver high value in your customer’s eyes.
- Control schedule and costs by effectively time-boxing your projects.
- Adapt your plans smoothly to changing project realities.
- Eliminate waste by doing just enough at the right times.
- Run lean projects, delivering high value fast.
- Must be an approved provider of project management training by the Project Management Institution (PMI) in order to award 14 PDUs to students who complete the class.

### 3. Quote Submission Information:

- 3.1.1 All quotes shall be received by mail or fax and clearly marked “**Project Management Training**”.
- 3.1.2 All quotes must be received at the following address or by fax no later than October 21, 2008 at 10:00 a.m., C.D.T.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Sheldon Muenks  
830 MoDOT Drive  
Jefferson City, MO 65109

3.1.3 Open Competition / Request For Quote Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, quote process, etc., must be directed to the buyer from MoDOT, unless the RFQ specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official quote opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable quote process, all bidders will be advised, via the issuance of an addendum to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than three (3) working days prior to the RFQ opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFQ or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.1.4 Quotes will be reviewed to determine if the quote complies with the requirements, and to determine the lowest and best quote.

3.1.5 *Award* – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.

3.1.6 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

#### 4. PRICING PAGE

- 4.1 **Project Management Training for MoDOT Information Systems Staff** - The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the services in accordance with the provisions and requirements of this RFQ. All costs associated with providing the required services shall be included in the prices stated below.

Project Management Training for MoDOT Information Systems Staff			
Item #	Description	Original Contract Period	
		<i>Firm, Fixed Price</i>	
001	Two (2) day training session	\$ _____	

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*Signature*

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*Date*

## PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

### FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

### FOR OTHERS:

State of domicile: \_\_\_\_\_

### FOR ALL VENDORS:

List address of Missouri offices or places of business:

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### THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

### STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent, for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### GENERAL TERMS AND CONDITIONS

#### General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.



**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.